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DECLARATION OF STANDARDS,  
COVENANTS AND RESTRICTIONS FOR  
SADDLE RIDGE

CROOKED STICK DEVELOPMENT CORPORATION, an Indiana corporation, hereby establishes the following standards, covenants and restrictions for the purpose of:

- (a) establishing minimum standards pertaining to the development, use and maintenance of certain real estate more particularly described in Exhibit "A", attached hereto and referred to herein as the Subdivision, and
- (b) insuring the stability of land and improvement values in the Subdivision, and
- (c) apportioning rights and responsibilities in regard to facilities and services available to the Owners of Lots in the Subdivision.

ARTICLE I

Purposes and Definitions

Section 1.01. Covenants. Developer declares that the standards, covenants and restrictions contained in this Declaration shall be imposed on, apply to and run with the real estate described in Exhibit "A" and shall inure to the benefit of and be a charge upon the Owners and occupants of such real estate.

Section 1.02. Definitions. For ease of reference, the following definitions shall apply throughout this Declaration:

- (a) "Association" means Saddle Ridge Homeowners Association, Inc., an Indiana not-for-profit corporation, formed, or to be formed, by the Developer pursuant to Section 2.01.
- (b) "Building Area" means the area within which a Residence may be constructed upon a Lot as shown on the Plat.
- (c) "Common Area" means Blocks "C", "D" and "E" as shown on the Plat. If Block "E" is improved with a Road, it shall cease to be part of the Common Area.
- (d) "Developer" means Crooked Stick Development Corporation or any successor who becomes legal or equitable owner of substantially all of the real estate comprising the Subdivision not previously conveyed to others.

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 IN AND FOR THE COUNTY OF  
 MARION, INDIANA

- (e) "Drainage System" means the open drainage ditches and swales, the subsurface drainage tiles, pipes and structures, and the other structures, fixtures, properties, equipment and facilities located in the Subdivision and designed for the purpose of expediting the drainage of surface and subsurface waters from, over and across the Subdivision, including but not limited to those shown or referred to on the Plat.
- (f) "Entry Way" means any structure the Developer may construct as an entrance to the Subdivision (exclusive of the street pavement, curbs and drainage structures and tile) and the grassy area surrounding such structures which are not a part of the Lot to which they abut.
- (g) "HHC" means the Health and Hospital Corporation of Marion County.
- (h) "Lot" means a platted lot as shown on the Plat.
- (i) "Lot Development Plan" means (i) a site plan prepared by a licensed engineer or architect, showing furnished floor elevations and details relating to drainage, (ii) complete house building plans, including elevation and floor plans, (iii) material plans and specifications, (iv) landscaping plans, and (v) all other data or information which the Planning Committee may request.
- (j) "Maintenance Costs" means all of the costs necessary to keep the Roads, the Drainage System, the Entry Way, the Common Area or other facility to which the term applies, operational and in good condition, including but not limited to the cost for all upkeep, maintenance, repair, replacement of all or any part of such facility, payment of all insurance with respect thereto, all taxes imposed on the facility and on the underlying easement or right of way, and any other expense related to the continuous operation of the facility.
- (k) "Member" means an active member of the Association.
- (l) "Owner" means any person, firm, corporation or other entity who acquires legal title to a Lot. Developer shall also be considered an Owner so long as it owns a Lot.

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- (m) "Planning Committee" means the committee responsible for the administration of the standards, covenants and restrictions contained in this Declaration.
- (n) "Plat" means the plat recorded \_\_\_\_\_, 1979, as Instrument No. 79-\_\_\_\_\_, in the Office of the Recorder of Marion County, Indiana.
- (o) "Pro-rata" means equally among all Owners to whom the Maintenance Cost is assessed.
- (p) "Residence" means any structure intended exclusively for occupancy by a single family together with all appurtenances thereto, including private garage and out-buildings and recreational facilities usual and incidental to the use of a residential lot.
- (q) "Roads" means the private roads in the Subdivision which have been or will be constructed for the purpose of providing common access for Owners and occupants, their guests and invitees to and from the Subdivision and the Lots and lands therein.
- (r) "Subdivision" means the real estate described in Exhibit "A" and any additional real estate which may be subject to this Declaration pursuant to Section 13.03.
- (s) "Tract" means one of the numerically-designated areas within Block "C" as shown on the Plat and "Tracts" mean all such areas.
- (t) "Zoning Authority" with respect to any action means the Department of Metropolitan Development of the City of Indianapolis, or, where it lacks capacity to take the action, or fails to take such action, the governmental body or bodies, administrative or judicial, in whom authority is vested under applicable law to hear appeals from, or review the action, or the failure to act, of such Department, and shall also apply to the legal successors in interest to such Department or body or bodies.

## ARTICLE II

### Association of Owners

Section 2.01. Association of Owners. In order to provide for the continuing maintenance and administration of the Subdivision, Developer has caused, or will cause, Saddle Ridge Homeowners Association, Inc., a not-for-profit corporation, to be formed. All Owners shall become Members of the Association and shall continue to be Members for so long as

they are an Owner. At such time as an Owner conveys his title to a Lot, his membership in the Association shall terminate and the new Owner of the Lot shall automatically become a Member. The Association shall have such powers as are set forth in this Declaration and in the Articles of Incorporation of the Association, together with all other powers that belong to it by law.

Section 2.02. Rights and Duties of Association Members. The rights and duties of Members shall be as specified herein and in the Articles of Incorporation and Code of By-Laws of the Association.

### ARTICLE III

#### Administration of Standards, Covenants and Restrictions

Section 3.01. Enforcement. All of the standards, covenants and restrictions contained herein shall be administered and enforced by Developer in good faith until it assigns such responsibility to the Association, which shall thereafter exercise such responsibilities. Such assignment shall be evidenced by a written instrument and shall occur on or before the later of (i) the date Developer conveys the Roads and the Common Area to the Association or (ii) the date Developer owns less than ten percent (10%) of the Lots. Nothing in this Section is intended to prevent the Zoning Authority from enforcing any provision of these covenants which embodies a requirement of applicable law, administrative or statutory, relating to zoning or an exception thereto.

Section 3.02. Planning Committee. (a) Until assignment by Developer of responsibilities for the administration of the standards, covenants and restrictions contained in this Declaration in the manner provided in Section 3.01, the Planning Committee shall consist of three (3) or less persons appointed by Developer. After such assignment, the Planning Committee shall consist of three (3) persons named by the Board of Directors of the Association.

(b) Prior to construction of any Residence upon a Lot and prior to any remodeling, alteration or addition to a Residence upon a Lot, a Lot Development Plan, including complete house building plans, therefor shall be submitted to the Planning Committee, which shall either approve or disapprove the Lot Development Plan within fifteen (15) days from the receipt thereof. In the event the Planning Committee fails to approve or disapprove the Lot Development Plan within fifteen (15) days after receipt thereof, such failure shall be deemed approval.

### ARTICLE IV

#### Construction of Residences

Section 4.01. Land Use. Lots may be used only for residential purposes and no building or other structure may

be erected thereon except for a single Residence. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Residences than the number of original Lots described on the Plat.

Section 4.02. Size of Residence. No Residence may be constructed on any Lot unless such Residence, exclusive of open porches, attached garages and basements, shall have a ground floor area of not less than 2,500 square feet, if a one-story structure, or not less than 1,500 square feet if a higher structure, but in the case of a building higher than one story, there must also be at least 1,000 square feet in addition to the ground floor area. In no event shall any Residence have a floor area of less than 2,500 square feet.

Section 4.03. Temporary Structures. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a dwelling, temporary or permanent, nor may any structure of a temporary character be used as a dwelling.

Section 4.04. Building Completion. Unless a delay is caused by strikes, war, court injunction or acts of God, the exterior of any Residence built upon any Lot shall be completed within one (1) year after the date of commencement of the building process, after which time the Association may reenter, take possession of the Lot, without notice, and sell the Lot together with improvements; and after payment of liens and expenses, pay the balance of the sale proceeds to the Owner of the Lot at the time of sale.

Section 4.05. Driveways. Any driveway shall be paved within one year after the date of completion of the Residence it serves, and shall be maintained dust free.

Section 4.06. Storage Tanks. Any gas or oil storage tanks used in connection with a Lot shall be either buried or located in a Residence such that they are completely concealed from public view.

Section 4.07. Completion of Construction. All construction upon a Lot shall be completed strictly in accordance with the Lot Development Plan approved by the Planning Committee.

Section 4.08. Mailboxes. All mailboxes installed upon Lots shall be of a type, color and manufacture approved by the Planning Committee. Such mailboxes shall be installed as approved by the Planning Committee.

## ARTICLE V

### Maintenance of Property

Section 5.01. Vehicle Parking. No camper, motor home, truck, trailer or boat may be parked or stored overnight or longer on any Lot in open public view.

Section 5.02. Signs. No sign of any kind shall be displayed to the public view on any Lot except that one sign of not more than five (5) square feet may be displayed at

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any time for the purpose of advertising the property for sale or for rent, or may be displayed by a builder to advertise the property during construction and sale.

Section 5.03. Sight Lines. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 5.04. Timber and Vegetation. Neither an Owner nor the Association shall cut, destroy or remove, or suffer or permit the cutting, destruction or removal, of any trees, bushes, plantings or other vegetation located on a Lot or within the Common Area other than in accordance with recognized practices for preserving and improving a stand of timber or vegetation except that (i) an Owner may cut or remove such trees and vegetation as may be reasonably necessary in connection with construction or remodeling of a Residence and (ii) Developer, the Association, or the Owner responsible for installation, maintenance or repair of an absorption field within a Tract may remove from a Tract such trees and vegetation as may be reasonably necessary for such absorption field to function properly and to the satisfaction of HHC.

Section 5.05. Outside Burning. No trash, leaves or other materials shall be burned upon a Lot if smoke therefrom would be a nuisance to Owners of adjacent Lots.

Section 5.06. Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

Section 5.07. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall not be kept within the Subdivision except in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

Section 5.08. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective Lots such that they will not be a nuisance.

## ARTICLE VI

### Roads

Section 6.01. Private Roads. The Roads in the Subdivision shall be private roads and the Owners and occupants of Lots and Residences, their guests and invitees, are granted hereby a common non-exclusive easement over and across the Roads for the purpose of reasonable ingress, egress and access for pedestrian and vehicular traffic to and from the Lots and Residences in the Subdivision.

Section 6.02. Easement for Utilities and Public and Quasi-Public Vehicles. All public and quasi-public vehicles, including but not limited to police, fire, ambulance and other emergency vehicles, trash and garbage collection, Post Office vehicles and privately-owned delivery vehicles, are granted the right to enter upon the Roads in performance of their duties.

Developer reserves the right to grant such easements along the Roads and rights of way thereof as are, in the opinion of Developer, necessary or desirable for the development and operation of the Subdivision. A non-exclusive easement is hereby granted over the Roads and rights of way thereof to all utility companies and their agents for ingress and egress, installation, replacement, repair and maintenance of public utilities, including but not limited to water, sewers, gas, telephone and electricity.

Section 6.03. Construction Standards. The Roads to be located in Blocks "A" and "B" shall be constructed by Developer on or before December 31, 1980, in accordance with plans and specifications therefor approved by the Zoning Authority. Developer has the right, but not the obligation, to construct a Road in Block "E" and Developer or the Zoning Authority shall have the right at any time to authorize construction of a Road therein although title thereto may have been conveyed to the Association. The rights of way of the Roads may contain easements for water, sanitary sewer and other applicable utilities and for surface and sub-surface drainage.

Section 6.04. Maintenance of Roads. Developer shall maintain the Roads in good condition satisfactory for the purpose for which they were constructed until December 31, 1981. On or before December 31, 1981, the real estate covered by the Roads and rights of way shall be conveyed by Developer to the Association free and clear of all liens and encumbrances except current taxes not delinquent and easements and restrictions of record. After December 31, 1981, the Association shall maintain the Roads in good condition satisfactory for the purpose for which they were constructed and the Maintenance Costs thereof shall be paid Pro-rata by all Owners of Lots with a driveway entrance on a Road.

Section 6.05. Parking Prohibition. There shall be no overnight parking of any vehicles on the Roads or in the rights of way thereof.

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## ARTICLE VII

### Sewage Systems

Section 7.01. Installation of Sewage Disposal Systems. Each Lot shall be served by an individual private sewage disposal system consisting of a septic tank or equivalent located on the Lot, and installed by the Owner, and an associated absorption field located on the Lot or on one of the Tracts, and initially installed by the Developer. The portions of such systems which are installed on Lots by the Owners shall be installed thereon in strict compliance with the following procedure:

- (a) Detailed plans ("Septic Plan") shall be prepared by, or at the direction of, the Owner illustrating (i) the location of the improvements to be installed, building lines, lot lines, easements, septic tank or equivalent and, if on-site, absorption field; (ii) details of installation including depth of septic tank; (iii) detailed installation specifications, performance data and means of maintenance for any system in lieu of a conventional septic tank and appurtenances; and (iv) any other detail reasonably required by the Planning Committee.
- (b) The Owner shall specify the contractor who is to install the sewage disposal system, which contractor must be bonded, experienced and competent in this type of installation.
- (c) The Owner shall submit the foregoing information, as required, for approval by the HHC and for review by the Zoning Authority.
- (d) The Septic Plan and supporting documents stamped with the approval of the HHC shall then be fully reviewed by the Planning Committee and, if approved, stamped for approval.
- (e) The Owner shall cause the system to be installed in accordance with the approved Septic Plan and specifications and leave the system uncovered for inspection by a registered engineer approved by the Planning Committee who shall certify as to compliance with the approved Septic Plan and specifications. Before back-filling, the Owner shall advise HHC that the construction is ready for inspection and give the HHC a reasonable opportunity to make an inspection.
- (f) A copy of the engineer's sewage system design shall be sent to the HHC for its records.

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Section 7.02. Off-Site Sewage Disposal Systems. Upon conveyance by Developer of title to a Lot which is connected to an off-site absorption field located on one of the Tracts, Developer shall also convey to the grantee the exclusive right to the use of that Tract for such absorption field.

Section 7.03. Maintenance of Sewage Disposal Systems. Each Owner shall maintain the sewage disposal system serving his Lot, including the absorption field, whether located on his Lot or on one of the Tracts, in such condition as may reasonably be required to assure that the system functions properly. If any absorption field located on one of the Tracts fails to function properly and such failure may not economically be corrected, then Developer (or, if Developer has conveyed the Common Area to the Association, then the Association) shall designate an area within the Common Area to be used exclusively for a substitute absorption field, which area shall thenceforth be deemed a "Tract" for all purposes of this Declaration. The cost of installing any required substitute absorption field, whether within such an area or on-site, shall be borne exclusively by the Owner of the Lot for whose benefit the absorption field will exist, and any such required substitute absorption field shall be installed in strict compliance with the procedure set forth in Section 7.01. If any Owner fails to maintain or repair the sewage disposal system serving his Lot or if any Owner fails to install a substitute absorption field when necessary to provide adequate sewage disposal from his Lot, then the Association may do so and assess the cost thereof to the Owner of such Lot as a Maintenance Cost which shall constitute a lien against his Lot as provided in Article XIII.

Section 7.04. Restrictions on Use of Absorption Field. No Owner of any Lot shall pave over or otherwise obstruct the absorption field located on his Lot, nor shall Developer or the Association pave over or otherwise obstruct the Tracts, without, in each instance, the prior written approval of HHC and the Planning Committee.

## ARTICLE VIII

### Drainage System

Section 8.01. Compliance with Drainage Plans. It shall be the responsibility of the Owner of any Lot to comply at all times with the provisions of the drainage plan for the Subdivision approved by the Department of Public Works and the requirements of all drainage permits for the Subdivision issued thereby.

Section 8.02. Installation of Drainage System. Developer shall install the Drainage System to provide for adequate surface and subsurface water drainage in the Subdivision. Easements have been reserved or will be granted across portions of the Subdivision for the installation, operation and maintenance of the Drainage System.

Section 8.03. Maintenance of the Drainage System. Developer shall maintain the Drainage System in good condition

satisfactory for the purpose for which it was constructed until December 31, 1981. After December 31, 1981, the Association shall maintain the Drainage System and the Maintenance Costs thereof shall be paid by the Owners Pro-rata. Each Owner shall be individually liable for the cost of maintenance of any drainage system located entirely upon his Lot which is devoted exclusively to drainage of his Lot.

## ARTICLE IX

### Common Area

Section 9.01. Use. The Common Area shall be used primarily for recreational purposes and neither Developer nor the Association shall permit any use thereof by Owners or others that would interfere with the use thereof for recreational purposes, provided, however, that the Developer or the Association may grant such easements in the Common Area as it deems necessary or appropriate for the use of Owners, the Association, public utility companies or governmental agencies.

Section 9.02. Maintenance. Except for the absorption fields located within the Tracts (the maintenance of which shall be the responsibility of certain Owners as provided in Section 7.02), the Association shall maintain the Common Area and the Maintenance Costs thereof shall be paid Pro-rata by the Owners of Lots upon which Residences have been constructed.

## ARTICLE X

### Entry Way

Section 10.01. Construction of Entry Way. Developer shall construct the Entry Way, which construction may be within the area of any Lot designated "E.S.E" on the Plat and within the right-of-way of the Roads. Developer reserves an easement over such designated Lot areas and in such right-of-way for construction of the Entry Way.

Section 10.02. Maintenance of Entry Way. Prior to conveyance of the Roads to the Association, Developer shall maintain the Entry Way. After such conveyance, the Association shall maintain the Entry Way and the Maintenance Costs thereof shall be paid Pro-rata by the Owners of Lots upon which Residences have been constructed. Grass, trees, shrubs and other plantings, if any, constituting a part of the Entry Way shall be kept neatly cut, cultivated or trimmed as reasonably required to maintain an attractive entrance to the Subdivision.

## ARTICLE XI

### Easements

Section 11.01. Plat Easements. In addition to such easements as are created elsewhere in this Declaration and as may be created by Developer pursuant to written instruments recorded in the office of the Recorder of Marion County, Indiana, Lots are subject to drainage easements, sewer easements and utility easements, either separately or in any combination of the three, as shown on the Plat, which are reserved for the use of Owners, the Association, public utility companies and governmental agencies as follows:

- (a) Drainage Easements (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the Subdivision and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of each Owner to maintain the drainage across his own Lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the waterflow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage, by Developer, and by the Association. Said easements are for the mutual use and benefit of Developer, the Association and the Owners.
- (b) Sewer Easements (S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system designed to serve the Subdivision for the purpose of installation and maintenance of sewers that are a part of said system and for the use of Owners in connection with the maintenance and operation of off-site portions of their sewage system.
- (c) Utility Easements (U.E.) are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, lines and wires, as well as for all uses specified in the case of sewer easements.

All easements mentioned herein include the right of reasonable ingress and egress for the exercise of other rights reserved. No structure, including fences, shall be built on any drainage, sewer or utility easement, but a paved driveway necessary to provide access to a Lot from a Road or a public street shall not be deemed a "structure" for the purpose of this restriction.

## ARTICLE XII

### Liens For Assessments

Section 12.01. Lien for Maintenance Costs. Developer covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay as the same become due in the manner herein provided (i) his Pro-rata share of the Maintenance Costs relating to the Roads, the Drainage System, the Entry Way and the Common Area and (ii) such additional charges for Maintenance Costs or other expenses of the Association as may be made by the Association pursuant to this Declaration, the Articles of Incorporation and Code of By-Laws of the Association (such Pro-rata share and additional charges being hereinafter referred to as "Assessments"). All such Assessments, together with interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made until paid in full. Said Assessments shall also be the personal obligation of the Owner of the Lot at the time when the Assessment became due and payable.

Section 12.02. Effect of Nonpayment; Remedies of Association. Any Assessment not paid within thirty (30) days after the date the same became due and payable shall bear interest from the due date at a percentage rate no greater than eighteen percent (18%) per annum to be established by the Board of Directors of the Association. The Association shall be entitled to institute in any court of competent jurisdiction such procedures, at law or in equity, by foreclosure or otherwise, to collect the delinquent Assessment plus any expenses or costs, including attorneys' fees, incurred by the Association in collecting it. If the Association has provided for collection of any Assessment in installments, upon default in the payment of any one (1) or more installments, the Association may accelerate payment and declare the entire balance of said Assessment due and payable in full. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Roads, the Drainage System, the Entry Way and the Common Area by abandonment of his Lot.

Section 12.03. Subordination of Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any recorded first mortgage covering a Lot and to any valid tax or special assessment lien on such Lot in favor of any governmental taxing or assessing authority. Sale or transfer of any Lot shall not affect the Assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, however, extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 12.04. Certificates. The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the Assessments

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on a Lot have been paid or that certain Assessments remain unpaid, as the case may be. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

## ARTICLE XIII

### Amendments and Revisions

Section 13.01. Amendments Before Assignment to Association. Developer hereby reserves the right unilaterally to amend and revise the standards, covenants and restrictions contained in this Declaration during the period prior to the assignment of the responsibility for administration thereof to the Association pursuant to Article III. Such amendments shall be in writing, executed by Developer, and recorded with the Recorder of Marion County, Indiana. No such amendment, however, shall restrict or diminish the rights or increase or expand the obligations of Owners with respect to Lots conveyed to such Owners prior to the amendment. Developer shall give notice in writing to such Owners of any amendments. Developer shall not have the right at any time by amendment of this Declaration or otherwise to grant or establish any easement through, across or over any Lot which Developer has previously conveyed except with the consent of the Owner of such Lot. Developer shall have the full right and authority to amend this Declaration to include additional real estate as part of the Subdivision subject to the standards, covenants and restrictions herein contained provided that the addition thereof will not restrict or diminish the rights or increase or expand the obligations of Owners with respect to Lots conveyed to such Owners prior to the addition.

Section 13.02. Amendments After Assignment to Association. At any time after the assignment of the responsibility for administration to the Association pursuant to Article III, the provisions herein contained may be amended by sixty percent (60%) of the votes of the Members. No such amendment, however, shall restrict or diminish the rights or increase or expand the obligations of an Owner with respect to a Lot conveyed to such Owner prior to the amendment without the consent of that Owner. The Association shall give notice in writing to Owners of any amendments. The Association shall not have the right at any time by amendment of this Declaration or otherwise (i) to grant or establish any easement through, across or over any Lot which has previously been conveyed except with the consent of the Owner of that Lot; (ii) to amend the provisions of Section 7.02 without the consent of all Owners of Lots whose septic systems are connected to absorption fields located within the Tracts; and (iii) to amend Article VII without the consent of HHC.

Section 13.03. Additions to the Subdivision. Additional real estate may become subject to the standards, covenants and restrictions herein contained in the following manner:

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- (a) Developer shall have the right to bring within the scheme of this Declaration and add to the Subdivision real estate which is contiguous to the real estate described in Exhibit "A" hereto. In determining contiguity, public rights-of-way shall not be considered.
- (b) Real estate which is not contiguous may be added to the Subdivision upon approval in writing of Developer and the Association acting pursuant to a majority of votes cast in person or by proxy by the Members at a meeting duly called for such purpose.

The additions authorized under subparagraphs (a) and (b) shall be made by the filing of record of one or more supplemental declarations with respect to the additional real estate, which supplemental declarations shall extend the provisions of this Declaration to such additional real estate and may contain such complementary provisions relating to such additional real estate as are not inconsistent with the terms hereof.

#### ARTICLE XIV

##### Miscellaneous

Section 14.01. Benefit. The rights, privileges and responsibilities of Developer as provided herein may be freely transferred or assigned, separate from or together with any conveyance of all or part of the real estate comprising the Subdivision. No such assignment shall relieve Developer from its obligations hereunder and Developer shall remain primarily liable to the Owners for the performance thereof. Wherever the term Developer is used herein, it shall be deemed to include the successors and assigns of Developer (but not individual Owners of Lots purchased from Developer in the ordinary course of business).

The standards, covenants and restrictions contained herein shall be binding upon and inure to the benefit of the Owners of Lots within the Subdivision, their successors and assigns.

Section 14.02. Validity. In the event any covenant, standard or restriction is invalid, the invalidity of such covenant, standard or restriction shall not affect the validity of the other and remaining covenants, standards or restrictions, which shall remain in full force and effect.

Section 14.03. Enforcement. The standards, covenants and restrictions contained in this Declaration may be enforced by Developer (or the Association after assignment of the responsibility therefor by Developer), the Planning Committee, the Zoning Authority or any Owner by action for injunctive relief and damages. There shall be no rights of reversion or forfeiture of title resulting from any violations.

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Section 14.04. Non-Liability of Developer. Developer shall not have any liability to an Owner or to any other person or entity with respect to drainage on, over or under a Lot. Such drainage shall be the responsibility of the Owner of the Lot upon which a Residence is constructed and of the builder of such Residence and an Owner, by an acceptance of a deed to a Lot, shall be deemed to agree to indemnify and hold Developer free and harmless from and against any and all liability arising from, related to, or in connection with drainage on, over and under the Lot described in such deed.

EXECUTED this 17<sup>th</sup> day of December, 1979.

CROOKED STICK DEVELOPMENT CORPORATION

By Guernsey Van Riper, Jr.  
Guernsey Van Riper, Jr., President

STATE OF INDIANA )  
COUNTY OF MARION ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Guernsey Van Riper, Jr., the President of Crooked Stick Development Corporation, an Indiana corporation, who acknowledged the execution of the foregoing Declaration of Standards, Covenants and Restrictions for and on behalf of said corporation.

WITNESS my hand and Notarial Seal, this 17<sup>th</sup> day of December, 1979.

Willis Adams  
Notary Public

Willis Adams  
(printed)

My Commission Expires:

5/25/83

My County of Residence:

Marion



This instrument was prepared by Tom Charles Huston, Attorney-at-Law, 1313 Merchants Bank Building, Indianapolis, Indiana 46204.

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